



BOARD OF SUPERVISORS

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COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

January 29, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 1 TO REDDINET EMERGENCY  
COMMUNICATION SYSTEM AGREEMENT NO. H-207963 WITH  
HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA  
(All Districts) (3 Votes)**

CIO RECOMMENDED: APPROVE ☒ APPROVE WITH MODIFICATION [ ] DISAPPROVE [ ]

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 (Exhibit I) to Agreement No. H-207963 with Hospital Association of Southern California, for the continued provision of support services for the ReddiNet Emergency Communications System, effective upon Board approval through June 30, 2005, for a total Amendment cost of \$154,506, which includes net County costs of \$5,596 for service fee increases for terminal management, offset by grant funding of \$148,910 from Health Resources and Services Administration and Centers for Disease Control and Prevention, for a service fee increase for the Bioterrorism Program of \$18,910 for software modifications, \$110,000 for a consultant-trainer, and \$20,000 contingency fee for software modifications and purchases of additional licenses for internet access.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to enter into Amendment No. 1 to Agreement H-207963, with Hospital Association of Southern California (HASC) to provide ongoing support for emergency and disaster management with a terminal management fee increase for insurance premiums, hardware and software maintenance, and a fee increase for the Bioterrorism Program for software modification, purchase of additional licenses for internet access, and a consultant-trainer. This Amendment is supported by grant funding from Health Resources and Services Administration (HRSA) and Centers for Disease Control and Prevention (CDC). The aforementioned is for the ReddiNet Emergency Communications System (ReddiNet) currently in place at each of the County-operated hospitals and the Department of Health Services (DHS) Emergency Medical Services agency's Medical Alert Center (MAC). HASC provides centralized coordination, maintenance, and administration of the ReddiNet.

FISCAL IMPACT/FINANCING:

The agreement with HASC was approved by the Board on December 17, 2002 for a County maximum obligation of \$130,206. Amendment No. 1 will increase the net County cost by \$5,596 with an additional grant funding in the amount of \$148,910 from HRSA and CDC for the Bioterrorism Program for total amendment cost of \$154,506 which totals \$284,712 for the agreement period of January 1, 2003 through June 30, 2005. Funding for this Amendment is included in the Fiscal Year 2003-04 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The ReddiNet, operating since January 19, 1989, is a computerized communications system utilizing a computer controlled microwave linkage between the MAC, as the Central Point, and 81 hospitals including: 1) LAC+USC Medical Center (MC), 2) King/Drew MC, 3) Harbor-UCLA MC, 4) Rancho Los Amigos National Rehabilitation Center, and 5) High Desert Health System in Los Angeles County. The system is utilized on an on-going basis to: 1) monitor the diversion status of emergency departments to determine the most appropriate facility for transporting 9-1-1 ambulance patients; 2) inform hospitals of incoming 9-1-1 patients; and 3) transmit and receive information from hospitals during a disaster.

During Fiscal Year 1997-98, HASC developed, tested and implemented ReddiNet II to replace and enhance the HSAC ReddiNet I System. Availability of the ReddiNet data via the internet was completed in 2002-03.

The ReddiNet provides an invaluable tool for determining the real time status of emergency departments throughout the County. This information is readily available to paramedic base hospitals and is used to determine the most appropriate hospital to which a 9-1-1 patient is transported. All paramedic base hospitals, including LAC+USC, King/Drew, and Harbor-UCLA Medical Centers, are required to install and maintain the ReddiNet. Hospitals not equipped with the ReddiNet are not permitted to divert paramedic 9-1-1 patients. In addition, other entities utilizing the ReddiNet include paramedic ambulances for the Los Angeles City Fire Department, Los Angeles City Fire Dispatch, Verdugo Dispatch and the Los Angeles County Emergency Operations Center. The ReddiNet provides for the broadcasting of information to hospitals of suspected bioterrorism activity that could impact their emergency departments. Suspected agents, decontamination procedures and treatment protocols can be transmitted on the ReddiNet.

On May 5, 1998, the Board approved the agreement with HASC, which provides for on-going support services for the ReddiNet at the County-operated hospitals and MAC.

On December 17, 2002, the Board approved a replacement agreement to continue HASC's services for the ReddiNet Emergency Communications System, effective January 1, 2003 through June 30, 2005. HASC is in compliance with all Board, Chief Administrative Office, Chief Information Office, and County Counsel requirements. The provisions pertaining to Jury Service Program and Safely Surrendered Baby Law have been added to the Agreement.

This amendment will enable HASC to continue providing support for emergency and disaster management with a terminal management fee increase for insurance premiums, hardware and software maintenance, and a fee increase for the Bioterrorism Program for software modifications, purchases of additional licenses for internet access, and a consultant-trainer.

The agreement may be terminated by either party with the provision of 90-days prior written notice.

County Counsel has approved the amendment (Exhibit I) as to use and form.

Attachment A provides additional information.

This Amendment is not an appropriate candidate to advertise on the Los Angeles County online web site.

CONTRACTING PROCESS:

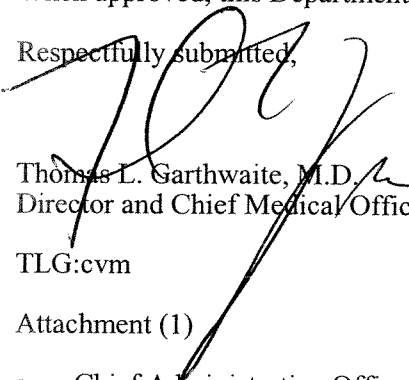
The ReddiNet System was designed and developed by HASC under a sole source agreement with the County. The Department is not aware of any other system which provides the same benefit of rapid response in the event of a disaster to enable hospitals to divert patients to other hospitals with available beds. The system is a network system and has proven effective since its implementation in 1989.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the amendment is essential for the continuation of a reliable countywide emergency and disaster communications system with hospitals and associated emergency service providers.

When approved, this Department required three copies of the Board's action.

Respectfully submitted,

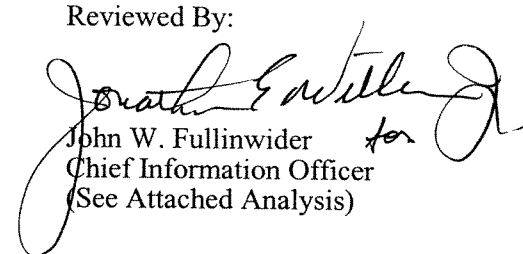
  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:cvm

Attachment (1)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

Reviewed By:

  
John W. Fullinwider  
Chief Information Officer  
(See Attached Analysis)

BLETC2974:CVM  
cvm:01/29/04

## **SUMMARY OF AGREEMENT AMENDMENT**

1. Type of Service:

Ongoing support services for the ReddiNet Emergency Communications System at six County-owned facilities.

## 2. Agency Addresses and Contact Persons:

Hospital Association of Southern California  
515 S. Figueroa Street, Suite 1300  
Los Angeles, California 90071  
Contact: Cathy Winans  
Telephone: (213) 538-0700

3. Term:

Amendment No. 1 to Agreement No. H-207963 will commence upon Board approval through June 30, 2005. This amendment may be terminated by either party with the provision of 90-days prior written notice.

#### 4. Financial Information:

## Services Fees

<u>Facility</u>	<u>No. of Terminals</u>	<u>* Terminal Management</u>	<u>**Software Modifications</u>	<u>**Contingent Software Modifications and Purchase of Additional Licenses</u>	<u>**Consultant Trainer</u>	<u>Total</u>
Central Point (MAC)	3	\$0	\$18,910	\$20,000	\$110,000	\$148,910
LAC+USC MC	2	\$977	\$0	\$0	\$0	\$977
Harbor/UCLA MC	1	\$844	\$0	\$0	\$0	\$844
King/Drew MC	1	\$844	\$0	\$0	\$0	\$844
Rancho Los Amigos NRC	2	\$977	\$0	\$0	\$0	\$977
Olive View/UCLA MC	2	\$977	\$0	\$0	\$0	\$977
High Desert HS	2	\$977	\$0	\$0	\$0	\$977
<b>Total Cost:</b>	13	\$5,596	\$18,910	\$20,000	\$110,000	\$154,506

NOTE: Total Fee Increase: \$154,506  
 \*County Funding: \$ 5,596  
 \*\*Grant Funding: \$148,910 from Health Resources and Services Administration and Centers for Disease Control and Prevention for the Health/Bioterrorism Volume and Surveillance Program

5. Facilities to be served:

The system is in operation at LAC+USC MC, Harbor/UCLA MC, Martin Luther King/Charles R. Drew MC, Rancho Los Amigos NRC, Olive View/UCLA MC, and High Desert HS.

6. Approvals:

Emergency Medical Services:	Carol Gunter, Acting Director
Contracts and Grants Division:	Diana Sayler, Interim Chief
County Counsel:	Edward A. Morrissey, Deputy County Counsel
Chief Information Office:	John W. Fullinwider, Chief Information Officer
CAO Budget Unit:	Amy Bennett

BLETCD2974:CVM  
cvm: 01/29/04

# CIO ANALYSIS

## AMENDMENT NO. 1 TO REDDINET EMERGENCY COMMUNICATIONS SYSTEM AGREEMENT NO. H-207963 WITH HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

### Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract ☐ Contract Renewal

New/Revised Contract Term: Base Term: NA # of Option Yrs NA

### Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications  
☒ Professional Services ☒ Communications

Project Executive Sponsor: Carol Gunter, Director, Emergency Medical Services Agency

### Budget Information :

Contract Maximum	\$ 130,206
Requested Contract Amount	\$ 154,506
Aggregate Contract Amount	\$ 284,712

### Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 96 percent

### Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

**Project/Contract Description:**

The Department of Health Services (DHS) is requesting your Board delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign Amendment No. One to Agreement NO. H-207963 with the Hospital Association of Southern California (HASC) to increase the contract sum by \$154,506 to a total of \$284,712. This increase in the maximum expenditures under this contract covers increased terminal management fees, software modifications, a consultant-trainer, and a contingency fee to fund software modifications and additional licenses.

**Background:**

The ReddiNet System implemented in January 1989 is a networked messaging system between the Emergency Medical Services Agency's Medical Alert Center (MAC), as the Central Point, and 81 hospitals including the six (6) County-operated hospitals in Los Angeles County. The original agreement with HASC, which was approved by the Board on May 5, 1998, provided for ongoing system support services at the County-operated hospitals and MAC. Subsequently, your Board renewed the agreement (effective January 1, 2003 through June 30, 2005) to continue these support services at these County facilities.

The proposed amendment, if authorized by your Board, will fund a service fee increase for terminal management; system software modifications to conduct daily "Health/Bioterrorism Patient Surveillance" polls; a Health/Bioterrorism Patient Surveillance Program Trainer; and a contingency fund for software modifications and additional licenses.

**Project Justification/Benefits:**

The ReddiNet System provides emergency and disaster communications with the MAC and 81 hospitals within the County. It is used to monitor hospitals' emergency department diversion status, which is used by hospitals and paramedics to determine hospital destinations of 9-1-1 ambulance patients. The system also is used to transmit and receive information from hospitals and the MAC during disasters. System software modifications and the contract trainer will support the conduct of daily surveillance polls to detect suspected bioterrorism and public health outbreak. Suspected agents, decontamination procedures, and treatment protocols can be transmitted on the system.

**Project Metrics**

This is a maintenance agreement for an existing operational system and the metric is that the system will continue to operate reliably. Software modifications payments are contingent on meeting contract defined business and technical specifications.

### Impact If Proposal Is Not Approved

This is proprietary software and there is no other source of maintenance support. DHS' disaster response capability would be compromised because emergency departments and the MAC would be unable to communicate status. Also, the Department's bioterrorism response capabilities would be impacted.

### Alternatives Considered:

The ReddiNet System is the only emergency and disaster communications system network linked to hospitals. There are no other vendors that can provide the system modifications and maintenance currently provided by the ReddiNet technical staff.

### Project Risks:

None

### Risk Mitigation Measures:

None

### Financial Analysis:

This amendment will increase the contract sum by \$154,506 to a total of \$284,712. The funding for this amendment is offset by \$148,910 in federal grant funding from Health Resource and Services Administration and Centers for Disease Control.

### CIO Concerns:

None

### CIO Recommendations:

My office supports this action and recommends approval by the Board.

### CIO APPROVAL

Date Received:

1/30/2004

Prepared by:

Lucy Melendez

Date:

1/30/2004

Approved:

James E. Smith

Date:

01/30/2004



**EXHIBIT I**

Contract No. H-207963

**REDDINET SYSTEM SUPPORT AGREEMENT  
LOS ANGELES AREA SYSTEM  
AMENDMENT NO. 1**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

HOSPITAL ASSOCIATION OF SOUTHERN  
CALIFORNIA (formerly HealthCare Association  
of Southern California), (hereafter "HASC").

WHEREAS, reference is made to that certain document entitled "REDDINET  
SYSTEM SUPPORT AGREEMENT", dated December 17, 2002, and further identified  
as County Agreement No. H-207963 (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to  
increase funding for the provision of additional services as described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a  
written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon the date of its approval by  
County's Board of Supervisors.

2. Article One, Responsibilities of HASC, of the Body of the Agreement, shall  
be amended to add new Sections 1.4, 1.5, and 1.6 as follows:

- "1.4 HASC will participate in the "Health/Bioterrorism Patient Volume and Surveillance Program" (the "Program") planning and Program development in conjunction with the County.
- 1.5 HASC will design and maintain the upgraded ReddiNet System to operate substantially in accordance with the Health/Bioterrorism Patient Volume and Surveillance Program current and future requirements to the extent such requirements are defined in Exhibit G.
- 1.6 HASC will employ, and supervise, a full-time Health/Bioterrorism Patient Volume and Surveillance Program Consultant who will function among other things as a, a consultant-trainer and fill a quality control position ("Program Staff Member") for the term of one (1) year beginning on a date mutually agreed to by the parties in writing. The Program Staff Member's scope of work is set forth in Exhibit H, which includes responsibility for Program participant training, quality control and communication at the County hospital level. Final selection of the Program Staff Member is subject to the mutual agreement of the parties, which agreement shall not be unreasonably withheld. Subject to further funding by the federal Health Resources Services Administration (HRSA) for the Program, HASC and County mutually agree to continue employment, or alternatively select a new Program Staff Member consistent with this

position upon such funding and allocation by the County execution of an Amendment by the parties.

3. Article Two, Responsibilities of County, Section 2.2 of the Body of the Agreement, shall be replaced in its entirety with the following:

"2.2 Until and unless revised in accordance with Section 2.3 below, which includes an annual amount of Four Thousand, Three Hundred Eighty-Six Dollars (\$4,386), for additional software enhancements and Thirty-Five Thousand, Twelve Dollars (\$35,012) thereafter. This Maximum Agreement Sum covers all services delineated in Article One of this Agreement. Costs for software program enhancements to the system, if required, are separate and are addressed in Section 2.4. Costs for ReddiNet internet access, is addressed in Section 2.5. In addition a one (1) time payment of One Thousand, Five Hundred Twelve Dollars (\$1,512) will be due promptly upon receipt of an invoice for such services from HASC, to reflect a 6% maintenance fee increase prior to the contract extension covering April 1 - November 30, 2002, due promptly upon receipt invoice for services from HASC.

For the period of (date of Board approval of this Amendment No. 1), through June 30, 2005 the service management fees increases Five Thousand, Five Hundred and Ninety-Six Dollars (\$5,596), for allocation to ReddiNet Service Maintenance Fees and New Terminal

Management Fees, hereto attached, as Exhibit B-1. Additionally, during the aforementioned period, Eighteen Thousand, Nine Hundred and Ten Dollars (\$18,910) is allocated for Health Bioterrorism Surveillance Program Software Modification Fees, and One Hundred and Ten Thousand Dollars (\$110,000) is allocated for the Health Bioterrorism Program consultant-trainer, hereto attached, as Exhibit B-1.”

4. Article Two, Responsibilities of County, Section 2.5 of the Body of the Agreement, shall be replaced in its entirety with the following:

"2.5 County shall pay to HASC an annual Internet access fee of \$500 per County facility set forth in Exhibit A (each, a "County Facility") for which County purchases a license on its behalf for five (5) users within each of such County Facility to receive a password to access and use the Web Site and Documentation (as defined in Section 2.5(c) below) and to view and download a copy of the Content (as defined in Section 2.5(c) below) subject to the terms and conditions of this Agreement.

(a) County may purchase additional passwords from HASC for additional fees to be determined by HASC. In no event shall County pay in excess of a fee of One-Hundred (\$100) Dollars per license user. HASC will submit to County an invoice within 30 days of the Activation Date (as defined below) for the total

Internet access fees due in the initial calendar year following the Activation Date, which is determined on a pro-rata basis according to the number of months remaining in the initial calendar year. Future invoices for annual Internet access fees for each calendar year after the initial calendar year following the Activation Date will be due and payable on January 31<sup>st</sup> of every year. For purposes of this Agreement, "Activation Date" means the first day that passwords for access to the Web Site are activated.

- (b) The required minimum configurations for any desktops systems and laptops systems of County, (including but not limited to a computer and printer) to its Internet version users for proper access and use shall consist of Microsoft Windows 2000 and Microsoft Internet Explorer version 5.5. The parties acknowledge that to the extent use by County of any computer which does not meet such minimum configuration, HASC makes no representations of warranties concerning the ready access or content of the internet version and County may so rely at its own risk. In no event shall HASC be responsible for the provision to County of any computer to access and use the internet version.
- (c) Any purchase by County of a license shall be subject to the terms of this Agreement, and to the extent not inconsistent, shall

be for a nonexclusive, non-transferable license for five (5) users authorized by HASC in an e-mail or other written document for such County Facility's internal business purposes to: (1) access and use the ReddiNet.net Web Site (the "Web Site") internally in the United States via the Internet and the associated user and technical documentation (the Documentation"); and (2) view download and print a copy of the text, data, images expressly designated to County Facility by HASC (collectively, the "Content"), for information about the ReddiNet System. For purposes of this Agreement, the Web Site shall be defined to include HASC's software and hardware used to provide the Web Site and all Content included on the Web Site.

- (d) The license described above only grants County the right to use the Web Site and Documentation, and County does not acquire any right of ownership or title in the Web Site or the Documentation. All right, title and interest in and to the Web Site and Documentation will at all times remain the property of HASC and its licensor(s) and service providers. As between the parties, each County Facility is solely responsible for acquiring and maintaining any communication services necessary to access and use the Web Site.
- (e) NOTWITHSTANDING ANYTHING CONTAINED IN THE

AGREEMENT TO THE CONTRARY, HASC AND ITS  
LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS  
OR WARRANTIES WITH RESPECT TO THE WEB SITE AND  
DOCUMENTATION, INCLUDING WITHOUT LIMITATION ALL  
IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS  
FOR A PARTICULAR PURPOSE, TITLE AND AVAILABILITY

- (f) NOTWITHSTANDING ANYTHING CONTAINED IN THE  
AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL:  
(1) HASC OR ITS LICENSORS BE LIABLE FOR INDIRECT,  
SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES  
ARISING FROM OR RELATED TO THE WEB SITE OR  
DOCUMENTATION; AND (2) HASC'S LIABILITY TO COUNTY  
FOR DIRECT DAMAGES WITH RESPECT TO THE WEB SITE  
OR DOCUMENTATION EXCEED THE AMOUNTS PAID BY  
COUNTY TO HASC UNDER THIS AGREEMENT FOR COUNTY  
FACILITIES' ACCESS TO THE WEB SITE IN THE 12 MONTHS  
PRIOR TO THE DATE WHEN THE CAUSE OF ACTION  
CREATING SUCH DAMAGES FIRST AROSE. COUNTY  
ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS  
SHALL APPLY NOTWITHSTANDING ANY FAILURE OF  
ESSENTIAL PURPOSE OF ANY REMEDY."

5. Article Two, Responsibilities of County, of the Body of the Agreement, shall

be amended to add new Section 2.12 as follows:

"2.12 County shall: (1) participate in the "Health/Bioterrorism Patient Volume and Surveillance Program" planning and Program development in conjunction with HASC; (2) provide HASC with software modification fees in the amount of \$18,910 (as further described in Exhibit B-1) for the initial modification of the ReddiNet System pursuant to Section 1.5, plus additional optional (contingency fees) fees for future software modifications and purchase of additional licenses for internet access, capped at \$20,000; and (3) provide to HASC an annual sum of \$110,000 to be paid in arrears for Health Bioterrorism Program consultant-trainer on a monthly basis from Health Resources and Services Administration (HRSA) and Center for Disease Control (CDC) grants funds while available for the purpose of hiring or engaging and supervising the Program Staff Member. County shall also be responsible for electronic Program data receipt, analysis, investigation, and formulation of a public health response."

6. Article Three, Effective Date, Termination, Mutual Indemnity and Insurance, Section 3.5, Mutual Indemnity, of the Body of the Agreement, shall be amended as follows:

"3.5 MUTUAL INDEMNITY: Each party shall indemnify, defend and hold the other (including its special Districts, elected and appointed



officers, shareholders, representatives, affiliates, directors, agents, and employees) harmless from and against any and all liability, loss, costs, expenses, including reasonable attorneys' and expert witness fees and costs, or damages howsoever caused by reason of any injury or damage to any person or property resulting from any or in any way connected with the performance or failure of performance of obligations hereunder by a party, or its agents, special Districts, officers or employees.

7. Article Six, Additional Terms and Conditions, of the Body of the Agreement, shall be amended to add new Section 6.20, Compliance with the County's Jury Service Program as follows:

"6.20 COMPLIANCE WITH THE COUNTY'S JURY SERVICE

PROGRAM: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- A. Unless HASC has demonstrated to the County's satisfaction either that HASC is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that HASC qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), HASC shall have and adhere to a written policy that provides that its

employees shall receive from HASC, on an annual basis, no less than five (5) days of regular pay for actual jury service.

The policy may provide that employees deposit any fees received for such jury service with HASC or that HASC deduct from the employee's regular pay the fees received for jury service.

- B. For purposes of this Paragraph, and/or as is defined and used in the Los Angeles county Code as described hereinabove:

"Contractor" means a person, partnership, corporation or other entity, that has a contract with the County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full-time employee of HASC; and "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) HASC has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of

the Jury Service Program. If HASC uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- C. If HASC is not required to comply with the Jury Service Program on the effective date of this Agreement, HASC shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and HASC shall immediately notify County if HASC at any time either comes within the Jury Service Program's definition of "Contractor", or if HASC no longer qualifies for an exception to the Jury Service Program. In either event, HASC shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term, and at its sole discretion, that HASC demonstrate to County's satisfaction that HASC either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that HASC continues to qualify for an exception to the Program. Attached hereto, as Exhibit I (County of Los Angeles Contractor Employee Jury

Service Program Application for Exemption and Certification Form) is a required form to be completed by HASC.

- D. HASC's violation of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar HASC from the award of future County contracts for a period of time consistent with the seriousness of the breach."

8. Article Six, Additional Terms and Conditions, of the Body of the Agreement, shall be amended to add new Section 6.21, Notice to Employees Regarding the Safely Surrendered Baby Law as follows:

"6.21 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: HASC shall notify and provide to its Employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit J of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing Purposes."

9. Article Six, Additional Terms and Conditions, of the Body of Agreement, shall be amended to add new Section 6.22, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law as follows:

"6.22 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: HASC

acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. HASC understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at HASC's place of business. HASC will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply HASC with the poster to be used."

10. Article Six, Additional Terms and Conditions, of the Body of Agreement, shall be amended to add new Section 6.23, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT as follows:

"6.23 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision

shall survive the expiration or other termination of this Contract.

11. Article Six, additional terms and conditions of the Agreement, Section 6.24, Notices, shall be amended and referred to as Section 6.24 throughout the Agreement.

12. Exhibit B.1, ReddiNet Service Maintenance Fees, New Terminal Management fees, is added to the Agreement and attached hereto and incorporated herein by reference.

13. Exhibit B.2, Health/Bioterrorism Volume and Surveillance Program, Software Development Fees, is added to the Agreement and attached hereto and incorporated herein by reference.

14. Exhibit G, Health/Bioterrorism Volume and Surveillance Program and Technical Specifications, is added to the Agreement and attached hereto and incorporated herein by reference.

15. Exhibit H, Health/Bioterrorism Surveillance Program Consultant, Scope of Work, is added to the Agreement and attached hereto and incorporated herein by reference.

16. Exhibit I, County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form, is added to the Agreement and attached hereto and incorporated herein by reference.

17. Exhibit J, The Safely Surrendered Baby Law fact sheet, is added to the Agreement and attached hereto and incorporated herein by reference.

18. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

HOSPITAL ASSOCIATION  
OF SOUTHERN CALIFORNIA  
Contractor

By Winans  
Signature

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
COUNTY COUNSEL

By Catherine Winans  
Printed Name

Title Senior Vice President  
(AFFIX CORPORATE SEAL)

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Interim Chief, Contracts and Grants  
Division

AMENDCD2974.CVM  
cvm:01/29/2004



# EXHIBIT B-1

## TERMINAL MANAGEMENT AND HEALTH/BIOTERRORISM VOLUME AND SURVEILLANCE

<u>Facility</u>	<u>No. of Terminals</u>	<u>* Terminal Management</u>	<u>**Software Modifications</u>	<u>**Contingent Software Modifications and Purchase of Additional Licenses</u>	<u>**Consultant Trainer</u>	<u>Total</u>
Central Point	3	\$0	\$18,910	\$20,000	\$110,000	\$148,910
LAC+USC MC	2	\$977	\$0	\$0	\$0	\$977
Harbor/UCLA MC	1	\$844	\$0	\$0	\$0	\$844
King/Drew MC	1	\$844	\$0	\$0	\$0	\$844
Rancho Los Amigos	2	\$977	\$0	\$0	\$0	\$977
Olive View/UCLA MC	2	\$977	\$0	\$0	\$0	\$977
High Desert HS	2	\$977	\$0	\$0	\$0	\$977
<b>Total Cost:</b>	<b>13</b>	<b>\$5,596</b>	<b>\$18,910</b>	<b>\$20,000</b>	<b>\$110,000</b>	<b>\$154,506</b>

Total Fee Increase: \$154,506

\* County Funds: \$ 5,596

\*\* Grant Funding: \$148,910 from the Health Resources/Services Administration  
and Center for Disease Control for the Health  
Bioterrorism Volume and Surveillance Program

AMENDCD2974.CVM  
cvm:01/29/2004

## **EXHIBIT G**

### **HEALTH/BIOTERRORISM VOLUME AND SURVEILLANCE PROGRAM AND TECHNICAL SPECIFICATIONS**

The Health/Bioterrorism Volume and Surveillance Assessment poll must be capable of conducting the following daily assessment poll:

1. Hospital identification number
2. Date for which the data is entered
3. Date of entry
4. Number of Emergency Department (ED)/urgent care patient visits
5. Comments for number of ED/urgent care patient visits
6. Number of ED patient deaths
7. Comments for number of ED patient deaths
8. Total number of admissions from the ED and urgent care
9. Comments for total number of admissions from the ED and urgent care
10. Total number of Intensive Care Unit (ICU) admissions from the ED
11. Comments for total number of ICU admissions from the ED

At a designated time, the ReddiNet system shall alarm and prompt all non-responding hospitals to respond to the poll and will continue to alarm until the hospital submits the requested information. Hospitals can avoid this and the initial poll request by providing surveillance information in advanced.

HASC shall: (1) ensure the County receives the program data transfer in delimited format daily, (2) develop software to allow the user to optionally generate an Assessment report, and automatically print and download the results to a file on the

user's computer, (3) develop a "timed" Assessment poll, report generation, and method for the user to download report file(s). This feature would require the user the capability of setting a fixed interval and start time for automatic generation to have Assessment polls and reports. The feature would require the following modifications:

1. Timed Assessment Poll: Addition of the ability to set the start time and interval for automatic assessment polls.
2. Timed Assessment Reports: Addition of the ability to set the start time and interval for automatic assessment poll report generation.
3. Download of Automatically Generated Reports: Addition of the ability for a user to select automatically generated assessment report data and download the report data files(s) to the user's computer.
4. Assessment Re-poll: This would add the ability to optionally set a configurable poll-timeout interval. If a facility does not respond to an Assessment Poll within the interval, the facility would be re-pollled automatically. This requires the packet-radio systems would require a new database. Addition of user selectable report file generation capable of report data in printable format and semicolon delimited format.
5. Program Data: Provide the County with access to all program data in the requested format at any time.
6. Program Reports: Provide reports capable of validating participant and system data to the County and users of the program.
7. A data reporting system will be developed to allow any and all data to be queried and reported by Los Angeles County.

## **EXHIBIT H**

### **HEALTH/BIOTERRORISM SURVEILLANCE PROGRAM CONSULTANT**

#### **SCOPE OF WORK**

The consultant's scope of work includes training, quality control and communication such as below:

##### **Training:**

1. Develop and deliver a Hospital Training Module.
2. Conduct one-hour training sessions for hospital and County Program participants with refresher/turnover training as needed.

##### **Quality Control:**

1. Develop and implement quality control measures, reporting and corrective action plans.
2. Track and document data accuracy rates, turnaround time, and completion rates. Identify data source(s) in each hospital. Identify and document errors, corrective actions and improvement rates. Publish accuracy, turnaround, completion and improvement rates.

##### **Communication:**

1. Provide a mechanism to communicate program status, updates and educational information between County and hospitals.
2. Attend and participate in monthly Bioterrorism Committee Meetings.
3. Serve as a technical and program liaison between hospitals, HASC and the County.
4. Provide monthly reports to County on number of hospitals trained, number of

individuals trained, department affiliations for those trained; accuracy, turnaround, completion and improvement rates; corrective actions identified and taken.

AMENDCD2974.CM  
cm:01/29/2004

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or current contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(      )	
Solicitation For ( Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.**

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program. "OR"

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

## CONTRACTOR EMPLOYEE JURY SERVICE

### 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.



**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**SAFELY SURRENDERED BABY LAW**

**no shame.**

**no blame.**

**no names.**

**now there's a way to  
safely surrender your baby**

**The Newborn Abandonment Law - A Confidential Safe Haven For Newborns**

In California, the Newborn Abandonment Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County:**

**(877) BABY SAFE**

**(877) 222-9723**

**[babysafela.org](http://babysafela.org)**

**State of California**

Gray Davis, Governor  
Health and Human Services Agency  
Grantland Johnson, Secretary  
**Department of Social Services**  
Rita Saenz, Director

**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles**

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**What is the Newborn Abandonment Law?**

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

**Does a parent have to tell anything to the people taking the baby?**

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**What if a parent wants the baby back?**

*The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.*

**Why is California doing this?**

The purpose of the Newborn Abandonment Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out.

Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Newborn Abandonment Law, this tragedy doesn't ever have to happen in California again.

**The Eighteenth Safely Surrendered Baby in California**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Newborn Abandonment Law.

This baby was the eighteenth child protected under California's Newborn Abandonment Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

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Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**sin pena.  
sin culpa.  
sin nombres.  
ahora hay una manera para entregar  
a su bebé sin ningún peligro**

**Ley Sobre Cómo Entregar A Su Bebé Sin Ningún Peligro....**

**Un refugio seguro y confidencial para los recién nacidos.**

La ley sobre cómo entregar a su bebé sin ningún peligro permite que una persona entregue a su bebé sin tener miedo de ser arrestada o recibir enjuiciamiento siempre y cuando el bebé no haya sufrido abuso o negligencia. No requiere que se proporcione ningún nombre ni otra información al momento que se entregue el bebé. Permite que los padres entreguen a su bebé, antes de que pasen tres días de su nacimiento, en la sala de emergencia de un hospital u otros lugares designados como refugios seguros en California. El bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

**En California, nunca nadie tiene que volver a abandonar a un bebé.**

**En el Condado de Los Angeles:  
(877) BABY SAFE (877) 222-9723  
babysafela.org**

**Estado de California**  
Gray Davis, Governor  
**Secretaría de Salud y Servicios Humanos**  
Grantland Johnson, Secretary  
**Departamento de Servicios Sociales**  
Rita Saenz, Director

**Junta de Supervisores del Condado de Los Angeles**  
Gloria Molina, Supervisora del Primer Distrito  
Yvonne Brathwaite Burke, Supervisora del Segundo Distrito  
Zev Yaroslavsky, Supervisor del Tercero Distrito  
Don Knabe, Supervisor del Cuarto Distrito  
Michael D. Antonovich, Supervisor del Quinto Distrito

**Esta Iniciativa también esta apollada por First 5 LA y INFO LINE de Los Angeles. ¿Qué es la ley sobre cómo entregar a su bebé sin ningún peligro, conocida en inglés como "Newborn Abandonment Law" ?**

Es una ley nueva. Bajo esta ley, una persona puede entregar a su bebé de manera confidencial. Siempre y cuando el bebé no haya sufrido abuso o negligencia, la persona puede entregar a su bebé sin tener el miedo de ser arrestada o recibir enjuiciamiento.

**¿Cómo funciona?**

Un padre/madre angustiado que no puede o no quiere cuidar a su bebé puede, legalmente y en forma confidencial y segura, entregar a su bebé antes de que pasen tres días de su nacimiento. Todo lo que se requiere es que se lleve al bebé a la sala de emergencia de un hospital en California. Una banda de identificación se colocará en el brazo del bebé. Una banda con la misma identificación se le entregará al padre/madre. Dicha banda de identificación ayudará a conectar al padre/madre con el bebé si es que él o ella quiere recuperarlo.

**¿Puede solamente el padre/madre entregar al bebé?**

En la mayoría de los casos, el padre/madre entregará al bebé al hospital. La ley permite que otra persona entregue al bebé si es que tiene la custodia legal.

**¿Tiene el padre/madre que llamar antes de entregar al bebé?**

No. Un padre/madre puede entregar al bebé en un hospital en cualquier momento, las 24 horas al día, los 7 días de la semana.

**¿Tiene el padre/madre que divulgar algo a la persona a la que le entregue el niño?**

No. No se requiere nada. Sin embargo, el personal del hospital le entregará al padre/madre un cuestionario sobre información médica que está diseñado para obtener un historial médico de la familia. Esto puede ser muy útil para el cuidado del niño, pero completar el cuestionario es la decisión de los padres.

**¿Qué le sucede al bebé?**

Se examinará al bebé y se le proporcionará tratamiento médico si es que lo necesita. Luego, la Oficina de Servicios para la Protección de Niños se hará cargo de la custodia y colocará al bebé en un hogar de crianza temporal o en un hogar preadoptivo.

**¿Qué le sucede a los padres?**

Una vez que hayan entregado al bebé de una manera segura, estarán libres de irse.

**¿Qué sucede si un padre/madre quiere recuperar al niño?**

El padre/madre (o padres) puede llevar la banda de identificación al hospital. El personal del hospital le proporcionará información acerca del bebé.

**¿Por qué está California haciendo esto?**

El propósito de la ley sobre cómo entregar a su bebé sin ningún peligro es proteger a los bebés para que no mueran o sufran algún daño debido a que fueron abandonados.

Es posible que haya escuchado historias trágicas de bebés que fueron abandonados en basureros o en baños públicos. Posiblemente, las personas que cometieron estos actos estaban bajo una severa angustia emocional. Las madres pudieron haber escondido sus embarazos, temerosas de lo que sucedería si sus familias se enteraran. Debido a que tenían miedo y no tenían ningún lugar donde buscar ayuda, ellas abandonaron a sus bebés.

Abandonar a un bebé significa un gran peligro para dicho bebé. También es ilegal. Muchas veces, esto resulta en la muerte del bebé. Debido a la ley sobre cómo entregar a su bebé sin ningún peligro, esta tragedia nunca tiene que pasar otra vez en California.

**El décimo octavo bebé que fue entregado sin ningún peligro en California**

A las 8:30 de la mañana del jueves, 25 de julio de 2002, un bebé recién nacido y saludable se entregó en el centro médico St. Bernardine en San Bernardino, bajo lo estipulado en la ley sobre cómo entregar a su bebé sin ningún peligro.

El bebé fue la décima octava criatura protegida bajo esta ley. Como lo estipula la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencia, un pediatra lo examinó y está saludable y bien. El bebé se colocó en un hogar de crianza temporal donde recibió cuidado por un corto tiempo mientras se empezaban los trámites de adopción.

**Cada bebé merece la oportunidad de tener una vida saludable. Si usted, o alguien más a quien conoce, está considerando entregar a su bebé, conozca sus opciones.**

***Ciertamente, nosotros preferiríamos que las mujeres buscaran ayuda mientras están Embarazadas, no después de que dan a luz, para recibir cuidado médico y asesoramiento apropiados. Pero al mismo tiempo, queremos asegurarles a los padres, que si deciden no quedarse con su bebé, que no irán a la cárcel si lo entregan a unas manos seguras en la sala de emergencia de un hospital.***